TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM789059

| SUBMISSION TYPE: | RESUBMISSION | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |
| RESUBMIT DOCUMENT ID: | 900750124 | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|--------------------------|
| Hint Peripherals Corporation | | 12/15/2020 | Corporation: CONNECTICUT |

RECEIVING PARTY DATA

| Name: | Westin Automotive Products, Inc. | |
|-----------------|----------------------------------|--|
| Street Address: | 320 W. Covina Blvd. | |
| City: | San Dimas | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 91773 | |
| Entity Type: | Corporation: DELAWARE | |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------|----------|------------------|
| Serial Number: | 85019233 | G.R.I.P. POWER |
| Serial Number: | 86430867 | ORBITAL G.R.I.P. |
| Serial Number: | 87150328 | HINT MOUNTS |
| Serial Number: | 87175638 | CRANK GUARD |
| Serial Number: | 87150673 | UNIBASE |

CORRESPONDENCE DATA

Fax Number: 2482922910

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2482922920

Email: wmorgan@patentco.com

Correspondent Name: jenny lee

Address Line 1: 29 w. lawrence street

Address Line 2: suite 210

Address Line 4: pontiac, MICHIGAN 48342

| ATTORNEY DOCKET NUMBER: | 1248.999 |
|-------------------------|-------------|
| NAME OF SUBMITTER: | jenny lee |
| SIGNATURE: | /Jenny Lee/ |
| DATE SIGNED: | 02/23/2023 |

900752387 TRADEMARK REEL: 007978 FRAME: 0050

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is hereby entered into on 12/31/2020 (the "Effective Date"), by and between Hint Peripherals Corporation, a Connecticut corporation with its principal offices located at 46 Gracey Avenue, Meriden, CT 06451 ("Seller") and Westin Automotive Products, Inc., a Delaware corporation ("Buyer"), with its principal office located at 320 W. Covina Blvd., San Dimas, CA 91773. Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of 12/15/2020 (the "Asset Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

- 1. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of each Seller's right, title and interest in, to and under, any and all trademark and service mark rights throughout the world, including any and all applications, registrations, and common law marks, whether registered or not, together with the goodwill of the business associated with and symbolized by same, held by such Seller, including, without limitation, those set forth on Schedule A hereto (collectively, the "Trademarks"), together with all common law rights therein, and the right of such Seller to sue for and recover, damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by such Seller had this Assignment not been made.
- 2. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Trademarks, including all worldwide right, title and interest of such Seller in, to and under the Trademarks, together with the right of Seller to claim priority in all countries in accordance with international law, any and all rights of Seller corresponding to said Trademarks in countries throughout the world, and all of Seller's rights to sue for past, present or future infringement of said Trademarks worldwide together with all claims for damages by reason of past, present or future infringement of said Trademarks, and the right to sue for and collect the same for Buyer's own use and enjoyment, all to be held and enjoyed by said Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by such Seller had this Assignment not been made. Each Seller hereby authorizes and requests the United States Patent and Trademark Office to issue said Trademarks in accordance with this Assignment.
- 3. Each Seller represents and warrants that upon information and belief, such Seller has full and complete authority to make this Assignment.
- 4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

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- 5. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 6. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Connecticut, without giving effect to any principles of conflicts of law.
- 7. This Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this <u>15</u> day of <u>December</u>, 2020.

Hint Peripherals Corporation (Seller - Assignor)

Osear Gimonez (Title:()/President

Westin Automotive Products, Inc. (Buyer - Assignee)

SCHEDULE A

| CURRENT HINT | | | |
|------------------|------------------|------------------------|-------------------------|
| TRADEMARKS | U.S. Serial No.: | U.S. Registration No.: | U.S. Registration Date: |
| G.R.I.P. POWER | 85019233 | 3886157 | 12/7/2010 |
| HINT PERIPHERALS | 85094730 | 3937695 | 3/29/2011 |
| ORBITAL G.R.I.P. | 86430867 | 4763812 | 6/30/2015 |
| HINT MOUNTS | 87150328 | 5304658 | 10/10/2017 |
| CRANK GUARD | 87175638 | 5304841 | 10/10/2017 |
| UNIBASE | 87150673 | 5332804 | 11/14/2017 |

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RECORDED: 02/14/2023